

Request for Proposal No. PSC- 814

Personal Assistant Services

Additional Instructions and Information:

- You can submit your budget using your own format or choose to use the budget form attached.
- Attached is the revised Standard Department Contract which was approved on 3/20/08. It will be used in all contracts beginning July 1, 2008.

Questions / Answers

Questions	Answers
1. Who is responsible for providing training?	<p>The provider agency is responsible for providing basic training to Assistants to assure that they can provide the following types of service:</p> <ul style="list-style-type: none">• Assistance with transferring to and from a bed, wheelchair, vehicle, or other environmental setting;• Help with use of medical and non-medical equipment, devices, or assistive technology;• Assistance with routine bodily functions, including, but not limited to:<ul style="list-style-type: none">- Health maintenance activities;- Bathing and personal hygiene;- Bowel or urinary evacuation;- Dressing and grooming; and- Food consumption, preparation and cleanup;• Ancillary services such as:<ul style="list-style-type: none">- Homemaker-type services, including cleaning, laundry, shopping and seasonal chores;- Companion-type services, including transportation, escort and facilitation of written, oral and electronic communication;

	<ul style="list-style-type: none"> - Assistance with cognitive tasks, including bill payment and money management, planning activities and decision-making. <p>The provider agency is also responsible for providing the consumer/employer with guidance/training/technical assistance with regard to the employment process including, but not limited to the following:</p> <ul style="list-style-type: none"> • Appropriate employee/employer relationships and behaviors. • Purchasing Workers Compensation Insurance policies. • Securing and maintaining a checking account for payroll related items. • Filing & maintaining payroll records required for payroll & tax preparation as related to Personal Assistance employees.
<p>2. If the consumer is not acting responsibly, what is the mechanism for oversight and correction?</p>	<p>The Waiver case manager and MFP Transition Coordinator are responsible for monitoring the provision of services, including the service of Personal Assistant. The Assistant provider agency is also responsible for monitoring as specified in section 8 of the RFP. Should any of these entities determine that the consumer/employer is not acting responsibly regarding the provision of Assistant services, they will first work with the consumer to correct the issues. The Provider agency is responsible for providing the consumer with guidance and technical assistance regarding his/her responsibilities as the employer of the Assistant. The provider agency is expected to make a reasonable effort to resolve problems that threaten the continuity of the consumer's Assistant services.</p> <p>Should the interventions provided not correct the problem, DMMA may terminate Assistant services.</p>

3. What is the minimum education level for Personal Assistants?	No minimum education level is specified or required for the Personal Assistants. However, the Provider is expected to provide basic training to the Assistant as outlined in the answer to Question # 1.
4. What number of clients will be served by the project?	The Money Follows the Person Program will serve a total of 100 clients over the 4 years of the program. Approximately 25 consumers will be served each year of the program.
5. Could an agency respond to only one segment of the population?	No.
6. Could an agency bid on a geographic segment, i.e., New Castle, Kent or Sussex?	No.
7. How do you want the budget presented?	<p>You can utilize the budget form attached, use DSAAPD budget worksheets, or use your own format. You need to specify the hourly rate for direct client services, fixed costs, etc. You need to provide the cost of providing background checks and Workers Comp as well.</p> <p>Justification should be given for budgeted items based on projections and/or assumptions. Briefly describe the basis for the cost calculations and any rationale that serves to support the process used.</p> <p>Explain the method of allocation for specific costs prorated to the program based on the agency's total budget.</p>
8. Can an agency do a fee based budget for the PAS and a cost reimbursement line for Background checks and Workers Comp?	Yes. Please provide the cost you anticipate for background checks and Workers Comp, and the number of background checks and workers comp policies on average per consumer you expect.
9. What do you expect the average number of attendant care hours per consumer to be?	We anticipate that the average number of Assistant care hours per consumer will be 30 per week.
10. Is the contracted agency expected to provide workers' comp coverage for the attendants or is	It is the consumer's responsibility to purchase workers compensation insurance. The provider agency is

<p>this the consumer's responsibility?</p>	<p>expected to provide the consumer with technical assistance regarding how to purchase this insurance. The provider agency is also required to provide the consumer with the funds necessary to purchase this insurance.</p>
<p>11. Who is liable if the consumer- does not pay the attendant, care is not provided in line with the ISP, injury or death results during care?</p>	<p>The consumer is liable if he/she does not pay the Assistant.</p> <p>The consumer is responsible for supervising and directing the Assistant in job functions. The consumer is the employer of the Assistant and assumes full employer responsibilities.</p> <p>The Provider agency is responsible for monitoring as specified in section 8 of the RFP. If the Provider agency becomes aware that Assistant services are not being provided in line with the ISP, it should notify DMMA of this. It may also choose to request permission of DMMA to reduce or terminate service when, in the agency's professional judgment, one of the situations outlined in section 7.9 of the RPF occurs.</p>
<p>12. Are these funds available to 25 consumers for one year only? What happens to the 25 consumers after this point?</p>	<p>An individual is placed in the MFP program for one year only. Once his/her 12 months on the MFP program ends, the MFP service of Personal Assistant Service end as well. The consumer may then access Attendant Care services under the DSAAPD Attendant Care program or may access regular personal care services under one of the existing Home & Community Based 1915c Waiver programs.</p>
<p>13. What is your expectation of the # of clients who will be fully able to hire and pay and withhold taxes, etc. for their personal care workers, versus the # of clients who will need some assistance with these tasks versus the # of clients who you expect won't be able to perform these tasks at all?</p>	<p>Planning for this project assumes that all consumers will self direct. Agencies can project, based on their experience with the population, the numbers who may or may not be able to self-direct and how they would handle various levels of self-direction. The goal is to not re-create a complete agency controlled program of service delivery.</p>

Could you provide a rough percentage break down for each?	
<p>14. Could you describe in detail the liability that falls on the fiscal agent (agency) should the client fail to or improperly pay or withhold taxes from their personal care assistant?</p>	<p>The consumer is the employer of the Assistant and assumes full employer responsibilities. The provider agency is responsible for providing the consumer with guidance and technical assistance regarding how to appropriately pay and withhold taxes for their Assistant. Should the provider learn that the consumer is not carrying out his/her employer duties appropriately despite being given this technical assistance, the provider agency should notify DMMA and should request to terminate Assistant services per section 7.9 of the RFP.</p> <p>The Provider agency is not the Assistant's employer and so is not liable for the improper actions of the consumer/employer.</p>
<p>15. In Attachment A Section 3.5.3 it says that the personal care assistant should provide, as needed, assistance with "bill payment and money management". Since this is also a task the fiscal agent (agency) is expected to assist the client with (page 2 of the RFP), what is your expectation about division of labor in this area?</p>	<p>The consumer/employer may have the Assistant assist them with the payment of household bills, such as utilities, and other types of bills. The provider agency is required to provide the consumer with technical guidance/training regarding their responsibilities as an employer of an Assistant. For example, the provider agency would give the consumer guidance regarding how to process payments to Assistants, tax requirements of an employer of an Assistant, etc.</p>
<p>16. What are your expectations or requirements for the billing procedure to be used in this service?</p>	<p>Providers are expected to bill for Assistant Services using hourly units of service. The minimum unit of service that can be billed is 15 minutes. Background checks, Workers Comp Insurance and other non-hourly services will be billed monthly.</p> <p>It is anticipated that providers may have to submit paper bills to the DMMA Administrator initially. Eventually providers will be expected to submit bills (claims) via the Medicaid Provider</p>

	payment system (MMIS). Training on Medicaid claim forms and MMIS payment process will be provided to the Provider in advance of this change.
17. What is your expectation for the bank account that will be used to pay the personal care assistant? Should this bank account be in the client's name or a joint account between the client and the agency?	The consumer sets up the bank account with the assistance of the Provider agency. The Provider agency deposits funds into the account. The consumer writes checks from the account and pays the Assistant out of the account.

CONTRACT

A) Introduction

1. This contract is entered into between the Delaware Department of Health and Social Services (the Department), Division of _____ (Division) and _____(the Contractor).

2. The Contract shall commence on _____ and terminate on _____ unless specifically extended by an amendment, signed by all parties to the Contract. Time is of the essence. (Effective contract start date is subject to the provisions of Paragraph C 1 of this Agreement.)

B) Administrative Requirements

1. Contractor recognizes that it is operating as an independent Contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Contractor's negligent performance under this Contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Contractor in their negligent performance under this Contract.

2. The Contractor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this Contract. The Contractor is an independent contractor and is not an employee of the State.

3. During the term of this Contract, the Contractor shall, at its own expense, carry insurance with minimum coverage limits as follows:

and	a) Comprehensive General Liability	\$1,000,000
	b) Medical/Professional Liability	\$1,000,000/ \$3,000,000
or	c) Misc. Errors and Omissions	\$1,000,000/\$3,000,000
or	d) Product Liability	\$1,000,000/\$3,000,000

All contractors must carry (a) and at least one of (b), (c), or (d), depending on the type of service or product being delivered.

If the contractual service requires the transportation of Departmental clients or staff, the contractor shall, in addition to the above coverage, secure at its own expense the following coverage:

e) Automotive Liability (Bodily Injury)	\$100,000/\$300,000
f) Automotive Property Damage (to others)	\$ 25,000

4. Notwithstanding the information contained above, the Contractor shall indemnify and hold harmless the State of Delaware, the Department and the Division from contingent liability to others for damages because of bodily injury, including death, that may result from the Contractor's negligent performance under this Contract, and any other liability for damages for which the Contractor is required to indemnify the State, the Department and the Division under any provision of this Contract.
5. The policies required under Paragraph B3 must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property damage insurance to protect against claims arising from the performance of the Contractor and the contractor's subcontractors under this Contract and Medical/Professional Liability coverage when applicable.
6. The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance. The certificate shall identify the Department and the Division as the "Certificate Holder" and shall be valid for the contract's period of performance as detailed in Paragraph A 2.
7. The Contractor acknowledges and accepts full responsibility for securing and maintaining all licenses and permits, including the Delaware business license, as applicable and required by law, to engage in business and provide the goods and/or services to be acquired under the terms of this Contract. The Contractor

acknowledges and is aware that Delaware law provides for significant penalties associated with the conduct of business without the appropriate license.

8. The Contractor agrees to comply with all State and Federal licensing standards and all other applicable standards as required to provide services under this Contract, to assure the quality of services provided under this Contract. The Contractor shall immediately notify the Department in writing of any change in the status of any accreditations, licenses or certifications in any jurisdiction in which they provide

services or conduct business. If this change in status regards the fact that its accreditation, licensure, or certification is suspended, revoked, or otherwise impaired in any jurisdiction, the Contractor understands that such action may be grounds for termination of the Contract.

a) If a contractor is under the regulation of any Department entity and has been assessed Civil Money Penalties (CMPs), or a court has entered a civil judgment against a Contractor or vendor in a case in which DHSS or its agencies was a party, the Contractor or vendor is excluded from other DHSS contractual opportunities or is at risk of contract termination in whole, or in part, until penalties are paid in full or the entity is participating in a corrective action plan approved by the Department.

A corrective action plan must be submitted in writing and must respond to findings of non-compliance with Federal, State, and Department requirements. Corrective action plans must include timeframes for correcting deficiencies and must be approved, in writing, by the Department.

The Contractor will be afforded a thirty (30) day period to cure non-compliance with Section 8(a). If, in the sole judgment of the Department, the Contractor has not made satisfactory progress in curing the infraction(s) within the aforementioned thirty (30) days, then the Department may immediately terminate any and/or all active contracts.

9. Contractor agrees to comply with all the terms, requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and any other federal, state, local or any other anti discriminatory act, law, statute, regulation or policy along with all amendments and revision of these laws, in the performance of this Contract and will not discriminate against any applicant or employee or service recipient because of race, creed, religion, age, sex, color, national or ethnic origin, disability or any other unlawful discriminatory basis or criteria.
10. The Contractor agrees to provide to the Divisional Contract Manager, on an annual basis, if requested, information regarding its client population served under this Contract by race, color, national origin or disability.

11. This Contract may be terminated in whole or part:

a) by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance,

b) by the Department upon fifteen (15) calendar days written notice of the loss of funding or reduction of funding for the stated Contractor services as described in Appendix B,

c) by either party without cause upon thirty (30) calendar days written notice to the other Party, unless a longer period is specified in Appendix A.

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, models, maps, photographs, and reports or other material prepared by Contractor under this contract shall, at the option of the Department, become the property of the Department.

In the event of termination, the Contractor, upon receiving the termination notice, shall immediately cease work and refrain from purchasing contract related items unless otherwise instructed by the Department.

The Contractor shall be entitled to receive reasonable compensation as determined by the Department in its sole discretion for any satisfactory work completed on such documents and other materials that are usable to the Department. Whether such work is satisfactory and usable is determined by the Department in its sole discretion.

Should the Contractor cease conducting business, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets, or shall avail itself of, or become subject to any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors, then at the option of the Department, this Contract shall terminate and be of no further force and effect. Contractor shall notify the Department immediately of such events.

12. Any notice required or permitted under this Contract shall be effective upon receipt and may be hand delivered with receipt requested or by registered or certified mail with return receipt requested to the addresses listed below. Either Party may change its address for notices and official formal correspondence upon five (5) days written notice to the other.

To the Division at:

To the Contractor at:

13. In the event of amendments to current Federal or State laws which nullify any term(s) or provision(s) of this Contract, the remainder of the Contract will remain unaffected.
14. This Contract shall not be altered, changed, modified or amended except by written consent of all Parties to the Contract.
15. The Contractor shall not enter into any subcontract for any portion of the services covered by this Contract without obtaining prior written approval of the Department. Any such subcontract shall be subject to all the conditions and provisions of this Contract. The approval requirements of this paragraph do not extend to the purchase of articles, supplies, equipment, rentals, leases and other day-to-day operational expenses in support of staff or facilities providing the services covered by this Contract.

16. This entire Contract between the Contractor and the Department is composed of these several pages and the attached:

Appendix A - Divisional Requirements

Appendix B - Services Description

Appendix C - Contract Budget

Appendix

17. This Contract shall be interpreted and any disputes resolved according to the Laws of the State of Delaware. Except as may be otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the Department and Contractor arising out of or relating to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Delaware.
18. In the event Contractor is successful in an action under the antitrust laws of the United States and/or the State of Delaware against a vendor, supplier, subcontractor, or other party who provides particular goods or services to the Contractor that impact the budget for this Contract, Contractor agrees to reimburse the State of Delaware, Department of Health and Social Services for the pro-rata portion of the damages awarded that are attributable to the goods or services used by the Contractor to fulfill the requirements of this Contract. In the event Contractor refuses or neglects after reasonable written notice by the Department to bring such antitrust action, Contractor shall be deemed to have assigned such action to the Department.
19. Contractor covenants that it presently has no interest and shall not acquire any interests, direct or indirect, that would conflict in any manner or degree with the performance of this Contract. Contractor further covenants that in the performance of this contract, it shall not employ any person having such interest.
20. Contractor covenants that it has not employed or retained any company or person who is working primarily for the Contractor, to solicit or secure this agreement, by improperly influencing the Department or any of its employees in any professional procurement process; and, the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement. For the violation of this provision, the Department shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

21. The Department shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. Contractor shall have no right to copyright any material produced in whole or in part under this Contract. Upon the request of the Department, the Contractor shall execute additional documents as are required to assure the transfer of such copyrights to the Department.

If the use of any services or deliverables is prohibited by court action based on a U.S. patent or copyright infringement claim, Contractor shall, at its own expense, buy for the Department the right to continue using the services or deliverables or modify or replace the product with no material loss in use, at the option of the Department.

22. Contractor agrees that no information obtained pursuant to this Contract may be released in any form except in compliance with applicable laws and policies on the confidentiality of information and except as necessary for the proper discharge of the Contractor's obligations under this Contract.
23. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by authorized representatives of all parties and attached to the original Contract.
24. If the amount of this contract listed in Paragraph C2 is over \$100,000, the Contractor, by their signature in Section E, is representing that the Firm and/or its Principals, along with its subcontractors and assignees under this agreement, are not currently subject to either suspension or debarment from Procurement and Non-Procurement activities by the Federal Government.

C) Financial Requirements

1. The rights and obligations of each Party to this Contract are not effective and no Party is bound by the terms of this contract unless, and until, a validly executed Purchase Order is approved by the Secretary of Finance and received by Contractor, *if required by the State of Delaware Budget and Accounting Manual*, and all policies and procedures of the Department of Finance have been met. The obligations of the Department under this Contract are expressly limited to the amount of any approved Purchase Order. The State will not be liable for expenditures made or services delivered prior to Contractor's receipt of the Purchase Order.
2. Total payments under this Contract shall not exceed \$ _____ in accordance with the budget presented in Appendix C. Payment will be made upon receipt of an itemized invoice from the Contractor in accordance with the payment schedule, if

- any. The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions. Contractor is responsible for costs incurred in excess of the total cost of this Contract and the Department is not responsible for such costs.
3. The Contractor is solely responsible for the payment of all amounts due to all subcontractors and suppliers of goods, materials or services which may have been acquired by or provided to the Contractor in the performance of this contract. The Department is not responsible for the payment of such subcontractors or suppliers.
 4. The Contractor shall not assign the Contract or any portion thereof without prior written approval of the Department and subject to such conditions and revisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed to provide for the incurrence of any obligations of the Department in addition to the total agreed upon price of the Contract.
 5. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under this Contract in accordance with generally accepted accounting principles and practices. Contractor shall also maintain the financial information and data used by Contractor in the preparation of support of its bid or proposal. Contractor shall retain this information for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Department shall have access to such books, records, documents, and other evidence for the purpose of inspection, auditing, and copying during normal business hours of the Contractor after giving reasonable notice. Contractor will provide facilities for such access and inspection.
 6. The Contractor agrees that any submission by or on behalf of the Contractor of any claim for payment by the Department shall constitute certification by the Contractor that the services or items for which payment is claimed were actually rendered by the Contractor or its agents, and that all information submitted in support of the claims is true, accurate, and complete.
 7. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the Department for disallowances shall be drawn from the Contractor's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.
 8. When the Department desires any addition or deletion to the deliverables or a change in the services to be provided under this Contract, it shall so notify the Contractor. The Department will develop a Contract Amendment authorizing said change. The Amendment shall state whether the change shall cause an alteration in the price or time required by the Contractor for any aspect of its performance under

the Contract. Pricing of changes shall be consistent with those prices or costs established within this Contract. Such amendment shall not be effective until executed by all Parties pursuant to Paragraph B 14.

D) Miscellaneous Requirements

1. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 46, (PM # 46, effective 3/11/05), and divisional procedures regarding the reporting and investigation of suspected abuse, neglect, mistreatment, misappropriation of property and significant injury of residents/clients receiving services, including providing testimony at any administrative proceedings arising from such investigations. The policy and procedures are included as Appendix _____ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the position(s) responsible for the PM46 process in the provider agency. Documentation of staff training on PM46 must be maintained by the Contractor.
2. The Contractor, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree to comply with the provisions of 29 Del. Code, Chapter 58: "Laws Regulating the Conduct of Officers and Employees of the State," and in particular with Section 5805 (d): "Post Employment Restrictions."
3. *When required by Law*, Contractor shall conduct child abuse and adult abuse registry checks and obtain service letters in accordance with 19 Del. Code Section 708; and 11 Del. Code, Sections 8563 and 8564. Contractor shall not employ individuals with adverse registry findings in the performance of this contract.
4. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 40, and divisional procedures regarding conducting criminal background checks and handling adverse findings of the criminal background checks. This policy and procedure are included as Appendix _____ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the title of the position(s) responsible for the PM40 process in the contractor's agency.
5. All Department campuses are tobacco-free. Contractors, their employees and sub-contractors are prohibited from using any tobacco products while on

Department property. This prohibition extends to personal vehicles parked in Department parking lots.

E) Authorized Signatures:

For the Contractor:

Name

Title

Date

For the Department:

Vincent P. Meconi
Secretary

Date

For the Division:

Director

Date